

## **CITY OF ALAMEDA**

### **Memorandum**

To: Honorable Mayor and  
Members of the City Council

From: John A. Russo  
City Manager

Date: July 5, 2011

Re: Approve an Agreement with Holland + Knight in the Amount of \$144,000  
for Federal Legislative Advocacy Services

### **BACKGROUND**

In June 2004, the City retained the services of Holland + Knight (H+K) to provide federal legislative and regulatory advocacy services. The current agreement with H+K expires at the end of June. The proposed new agreement, which would cover the period from July 1, 2011 until June 30, 2012, is on file in the City Clerk's Office.

### **DISCUSSION**

Shortly after the 2010 Congressional elections, the House and Senate voted to ban the practice of inserting Member-supported earmarks in the various appropriations bills. In this post-earmark environment, H+K has revised its legislative advocacy strategy for the City to focus on competitive grants and programmatic funding. The attached City of Alameda Federal Strategy Memo provides information on how the firm will assist the City in Washington in the future as well as a summary of its past legislative successes.

### **FINANCIAL IMPACT**

When the City initially contracted with H+K, the rate was \$10,000 per month. That amount was reduced to \$8,000 per month in November 2005. An additional \$4,000 per month was added to the contract in January 2011 in order to provide targeted support on Alameda Point. The total contract cost is now \$12,000 per month, for a total of \$144,000. \$96,000 is included in the City Council's Intergovernmental Relations program budget in the General Fund (001-1211-61060) in FY11-12, while \$48,000 is included in the FISC Lease Revenue budget (256-256000-61060) in FY11-12.

### **MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE**

This action does not affect the Municipal Code.

**City Council  
Agenda Item #5-C  
07-05-11**

RECOMMENDATION

Approve an agreement with Holland and Knight, LLP, in the amount of \$144,000 for federal legislative advocacy services.

Respectfully submitted,



Lisa Goldman  
Assistant City Manager

Approved as to funds and account,



Fred Marsh  
Controller

Exhibits:

1. Holland + Knight Federal Strategy Memo
2. Agreement with Holland + Knight

# **City of Alameda Federal Strategy Memo**

## **Navigating a New Washington**

In a post-earmark environment, the Holland & Knight team is dedicated to ensuring that the City of Alameda will continue to be successful in a highly competitive environment. We recognize that accomplishing the City's priorities will require a thoughtful, targeted and creative blend of Federal grants, policy guidance, congressional advocacy and agency partnerships. We are proud of the work that we have been able to accomplish on behalf of the City since 2003 and we are confident that we can continue to deliver positive outcomes for the City. Our team has developed a multi-layered strategy that positions the City to advance base re-use efforts, secure funding for ongoing and new priorities and proceed with critical infrastructure investments.

To achieve the City's top priorities as outlined in this memorandum we envision raising the Mayor's profile in Washington. Mayor Gilmore's trip to Washington in January helped to lay a foundation for continuing the good relationships that the City has with the Congressional delegation. In particular these relationships will be key as the City moves more aggressively on base reuse issues. In May, the Mayor met with the Navy, and our Federal strategy will be further shaped by the outcome of this meeting.

## **Advance the revitalization of Alameda Point**

Based on our experience with base closures, transfer and conveyance matters, even the smallest of issues will require outside assistance. Negotiating MOU's and final agreements with the Navy will encounter both political and institutional dynamics. For example, one of the first things the City will need to resolve with the Navy are the statutory provisions which will govern terms of the agreement between the City and Navy. This process will entail Alameda Point special legislation, new EDC provisions from the FY 2010 National Defense Authorization Act (NDAA) or some blending of the two.

Our work in assisting jurisdictions negotiate several base closure remediation and revitalization projects, and in securing the Alameda Point special legislation and FY 2010 NDAA EDC provisions, will provide the depth of experience and expertise to assist the City in maneuvering through the Congressional and agency decision process. Furthermore, successful base reuse efforts require a constant presence in Washington and the ability to apply political pressure as appropriate. We have a proven track record for orchestrating strategic paths forward within the Pentagon.

## **Invest in Alameda Landing**

Over the last two fiscal years we have built a solid foundation of congressional support for infrastructure investments at Alameda Landing. Traditionally funds for these activities could be accessed through the Office of Economic Adjustment which is charged with helping BRAC communities. In an earmark free environment we will look to competitive grant opportunities as well as working with our congressional supporters

to provide programmatic funding for OEA to continue their infrastructure work. This new approach will require support beyond the City's delegation and will involve building a coalition of other similarly situated BRAC communities. Like we have done with EBRCS, we have the ability to build coalitions in Washington to support local efforts.

### **A new focus on Federal grants**

Going forward, the Federal grant process will serve as an important and growing tool for directing Federal dollars towards important projects and programs. Accompanying this trend are new requirements and procedures for accessing these resources, such as cost-benefit requirements and Buy America provisions. We understand the policy goals for each grant program and how to optimize chances for funding when developing grant proposals. Additionally, we work to secure congressional support for grant applications and develop advocacy strategies at the agencies to increase chances of securing funding.

To assist the City in grant efforts we have developed an interactive Federal Funding Roadmap. The Roadmap is a comprehensive database that tracks priority grants and federal funding opportunities coming from the executive branch. The database enables the City to search with key words through important federal funding requirements and connects you directly to online program descriptions and announcements. A team of 40 H&K professionals continuously track and research available agency funds to ensure no lost opportunity. Our substantive expertise combined with the new Roadmap will maximize your ability to obtain federal funding for critical projects and programs this year.

Identifying the right funding opportunity is the first step; however, grant programs are expected to be more robust and political in nature. For that reason, it is important to develop a comprehensive campaign-like strategy that leaves no stone unturned. The new process cannot successfully be negotiated from inside the board room or City Hall. While the federal funding reforms in recent years are welcome and necessary, they also have the unintended impact of reducing sunshine and predictability. To be successful the City will need an advocate that understands agency goals, can match projects with key opportunities, and can organize political, media, and advocacy firepower at a moments notice. For example, the era of tasking in-house grants staff with completing agency funding applications and simply hitting "send" with a realistic chance of success is over. We have the expertise to assist the City by:

- Gathering intelligence on agency priorities;
- Tailoring grant applications to appeal to agency agendas;
- Providing subject matter expertise;
- Collecting congressional and other political support;
- Leveraging local partnerships;
- Building coalitions; and,
- Executing media strategies.

## Current and emerging Alameda Federal priorities

Each fall we sit down with the City for a comprehensive Federal strategy session. These meetings help to identify new opportunities, reengage on long-term projects and discuss trends in Washington. At any given point in the year new priorities may emerge and regularly adjust our strategy. We help the City to prioritize both long and short term goals and balance policy and funding requests. This approach communicates to your stakeholders in congress that you understand how Washington works and that you are bringing them just your top priorities. Given the size of a state like California, having your priorities in order is key. The list below represents both ongoing and new priorities for the City.

City Priority	Federal Agency and/or Office	Strategic Direction	Status
Alameda Point Planning & Technical Assistance	Department of Defense/Office of Economic Adjustment	Apply to OEA for planning grant and coordinate with both local and Washington OEA officials	Early efforts have been initiated including a meeting with Mayor Gilmore and the Director of OEA
Alameda Point Conveyance Negotiations	Department of Defense/Navy	Develop strategic vision at the local level and work towards the goal of engaging the Secretary of the Navy	Early stages of development
Alameda Point Policy Direction & Agency Guidance	Department of Defense/Navy	Advocate for the inclusion of policy language in the annual appropriations and/or authorization bills to aid in negotiations with the Navy	House appropriations language requests due in May. Similar Senate requests TBD
Alameda Landing Infrastructure Improvements/Demolition	Department of Defense/Office of Economic Adjustment and/or Department of Commerce/Economic Development Administration	Advocate for congressional delegation to support programmatic funding for an OEA infrastructure grant program and/or build regional coalition to apply for EDA funding	House appropriations language requests due in May. Similar Senate requests TBD. Next round of EDA applications due June 10 <sup>th</sup> .

Bay Farm Island Seawall	US Army Corps of Engineers	Maintain involvement with Corps district, division and Head Quarters staff to finalize study and keep funding on track. Projects without active local and congressional sponsors do not advance	Past appropriations language has designated this project as a Corps priority
East Bay Regional Communications System	Department of Justice/Office of Community Oriented Policing and Department of Homeland Security	Continue local coalition efforts to leverage federal partnerships and apply for new grant opportunities	NOFA's for new grant opportunities forthcoming
Urban Farm	Department of Agriculture	Meet with USDA regarding federal partnership opportunities and funding initiatives	New grant opportunity
TIGER III	Department of Transportation	Develop surface transportation proposal of regional significance to address most pressing transportation needs	New grant opportunity, NOFA forthcoming
Alameda Collaborative	Department of Housing and Urban Development/Department of Labor/Department of Veterans Affairs	Identify funding source for design phase, meet with HUD, DOL and/or VA	New grant opportunity
Former Beltline Railroad Property	Department of Transportation/Federal Railroad Administration	Outreach to FRA regarding the abandonment process	New grant opportunity
Surface Transportation Reauthorization	Department of Transportation	Maintain congressional support for Fruitvale Avenue Lifeline Bridge, Bay Farm Off-Street Bicycle Trail, Broadway/Jackson Interchange Improvements, and Mitchell-Mosely	Congress is preparing to release their bills
Lawrence Berkley Labs	Department of Energy	TBD	TBD

## **Overview of Federal Accomplishments**

Past City efforts have resulted in numerous funding and policy successes at the Federal level. These accomplishments, which were achieved through a thoughtful and well executed long-term federal strategy, are highlighted below:

### ▪ ***Park Street Secures Final Piece of Federal Funds***

Most notably, the fiscal year 2010 appropriations bill delivered the last piece of Federal funding for the Park Street Pedestrian Safety Transportation project. Park Street has been a priority project for the City for the last six appropriations cycles and represents a good example of why a successful Washington presence involves a long-term strategy.

### ▪ ***Bay Farm Island Project Scheduled to Receive Corps Funding***

Through congressional and agency coordination the Bay Farm Island Shoreline Dike & Seawall Repair project was identified in the US Army Corps of Engineers (Corps) budget. This project falls under the Corps Continuing Authorities Program (CAP) which requires congressional approval to be included on the Corps priority funding list. The demand for CAP funding far exceeds the annual budget for CAPs and as the City experienced, it often takes several years of being "listed" in the annual Energy & Water Appropriations bill before a project is included in the Corps list for CAP funding. The Bay Farm Island project has received critical study funding which is a requirement before the Corps can move forward with any construction activities.

### ▪ ***City's EBRCS Leadership Gains Momentum in Washington***

In addition, the leadership role the City has undertaken on behalf of the East Bay Regional Communications System continues to gain Federal support. This regional effort has been embraced by the congressional delegation and the City has been recognized for spearheading this successful coalition. During the Mayor's annual trip to Washington in January, the City secured a high level meeting at the Department of Justice for its EBRCS partners.

## **APPROPRIATIONS PROJECT SUCCESS FY05-FY11**

### ***Park Street Pedestrian Safety Transportation Improvements***

- FY10: \$300,000 in the House Transportation-HUD Appropriations conference report (P.L. 111-117)
- FY09: \$475,000 in the Transportation-HUD Appropriations conference report (P.L. 111-8)
- FY08: \$490,000 in the Transportation-HUD Appropriations conference report (P.L. 110-161)
- FY07: \$300,000 in House Transportation-Treasury-HUD Appropriations bill\*
- FY06: \$700,000 in the Transportation-Treasury-HUD Appropriations conference report (P.L. 109-115)

### ***Alameda Point Aerial Transit Project***

- FY04: \$500,000 in the Transportation-Treasury Appropriations conference report (P.L. 108-199)

### ***Bay Farm Island Shoreline Dike & Seawall Repair***

- FY10: Received a project listing in Energy & Water Appropriations conference report (P.L. 111-85) and is identified for \$150,000 in the Corps budget
- FY09: Received a project listing in Energy & Water Appropriations conference report (P.L. 111-8)
- FY07: Received a project listing in the Senate Energy & Water Appropriations bill\*

### ***Woodstock to Webster Neighborhood Improvement Plan***

- FY07: \$100,000 in House Transportation-HUD Appropriations bill\*

### ***East Bay Regional Communications System***

- FY11: \$950,000 in the House Commerce-Justice-Science Appropriations bill and \$1M in the Senate Commerce-Justice-Science Appropriations\*
- FY10: \$1.05M in the Commerce-Justice-Science Appropriations conference report (P.L. 111-117)
- FY09: \$1.17M in the Commerce-Justice-Science Appropriations conference report (P.L. 111-8)

### ***Alameda Landing, Fleet Industrial Supply Center Infrastructure Improvements***

- FY11: \$4M in the House Department of Defense Appropriations bill\*

\* Final year-long CR for FY07 and FY11 did not include any project earmarks

## ***APPROPRIATIONS POLICY***

### ***Food and Drug Administration***

In the FY08 House Agriculture Appropriations bill, we advocated to block a plan by the Food and Drug Administration (FDA) to consolidate several of their Office of Regulatory Affairs laboratories. This plan would have serious and immediate impacts for the City as the FDA's San Francisco District Lab is located in Alameda. Blocking this plan represents an important win for the City of Alameda and a validation of the important work that is being performed in the San Francisco District Lab.

### **Authorizations**

The authorization process is another good opportunity for the City to advance its agenda at the federal level. Authorization bills provide an opportunity for the City to



secure helpful legislative language for a particular priority, or in the case of the surface transportation bill, secure funding for critical transportation infrastructure.

### ***TRANSPORTATION INFRASTRUCTURE***

During the consideration of SAFETEA-LU (2003 to 2005), the City was able to advance two key priorities as outlined below.

#### ***SAFETEA-LU (P.L. 109-59)***

Secured authorizations and funding for the City's top transportation priorities in the final bill:

- \$1.672 million for planning, design, and construction intermodal facility project (FY06-FY09)
  - FY06: \$384,560
  - FY07: \$401,280
  - FY08: \$434,720
  - FY09: \$451,440
- New Starts Authorization for the City's Fixed Guideway Corridor project

### ***WATER INFRASTRUCTURE***

The Water Resources Development Act (WRDA) provides authorizations for projects such as flood protection, environmental restoration, operations and maintenance of waterways and other projects associated with US Army Corps of Engineers. The WRDA 2007 bill helped to advance two key priorities for the City.

#### ***Water Resources Development Act 2007 (P.L. 110-114)***

Secured authorizations for the City's top water related priorities:

- Conveyance of the Oakland Inner Harbor Tidal Canal property from the US Army Corps of Engineers (Corps) to an entity created by or designated by the City and;
- Requiring the Corps to conduct a study of the Fruitvale Bridge to determine the most economic means of maintaining the bridge for future transportation options.

### **Housing**

#### ***FUNDING***

Recognizing the important role of public housing to the City, we actively monitor housing policy issues and serve a federal liaison to the US Department of Housing and Urban Development (HUD). Through our representation, we have secured a total of \$1,101,471 owed to the Authority by HUD:

- \$636,161 in 2004
- \$465,310 in 2007

The 2004 funds were especially significant as they prevented 108 families from being cut from the Section 8 program.

## CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2011, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and Holland + Knight, LLP, a Washington D.C. corporation, whose address is 2099 Pennsylvania Avenue NW, Suite 100, Washington D.C. 20006-6801, hereinafter referred to as "Consultant"), is made with reference to the following:

### RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for federal advocacy services upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the 1st day of July, 2011, and shall terminate on the 30th day of June, 2012, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, \$96,000 of which will be taken from the City's General Fund and \$44,000 of which will be taken from the FISC Fund.

4. **TIME IS OF THE ESSENCE:**

Consultant and City agree that time is of the essence regarding the performance of this

**City Council  
Exhibit 2 to  
Agenda Item #5-C  
07-05-11**

Agreement.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

6. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

7. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

8. **HOLD HARMLESS:**

**Indemnification:**

Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on

behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

9. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:           \$500,000  
                                  each occurrence  
                                  \$1,000,000  
                                  aggregate - all other

Property Damage:   \$100,000 each occurrence  
                                  \$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:           \$500,000 each occurrence

Property Damage: \$100,000 each occurrence  
or

Combined Single Limit: \$500,000 each occurrence

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

10. **CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

11. **PROHIBITION AGAINST TRANSFERS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City.

Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

12. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

13. **PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

14. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City.

Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information, or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

15. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

16. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda  
2263 Santa Clara Avenue  
Alameda CA 94501  
Attention: Lisa Goldman, City Manager's Office

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:



Rich Gold  
Holland & Knight, LLP  
2099 Pennsylvania Avenue NW,  
Suite 100  
Washington DC, 20006-6801

17. **TERMINATION:**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

18. **COMPLIANCES:**

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

19. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

20. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

21. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

22. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

22. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

23. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

24. **NON-APPROPRIATION/DEBT LIMITATION:**


In the event City is unable to obtain funding upon this contract for a portion of the contractual term that straddles two fiscal years, City shall have the right to terminate this contract at the conclusion of the current fiscal year and shall not be obligated to continue performance under this agreement. To the extent any remedy in this agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONSULTANT


CITY OF ALAMEDA  
A Municipal Corporation

Holland & Knight, LLP

By   
Title Partner

By: John A. Russo  
Title: City Manager

RECOMMENDED FOR APPROVAL:

  
By: Lisa Goldman  
Title: Assistant City Manager

APPROVED AS TO FORM:

City Attorney  
By   
Title ACTING CITY ATTORNEY

## EXHIBIT A

### SCOPE OF SERVICES

1. In coordination with the City Manager's Office for the City of Alameda, advise the City of Alameda on potential federal funding that the City or the Alameda Reuse and Redevelopment Authority (ARRA) could seek for implementation of redevelopment at Alameda Point or other locations within the City of Alameda, which may include, but is not limited to, technology improvements for public safety; transportation planning; transit, roadway, and pedestrian improvements; streetscape projects; the renovation of historic municipal buildings such as the Carnegie Building, the Veterans' Building, the "O" Club, gym and pool at Alameda Point; and aid in appropriation of such funding. In addition, Holland & Knight will assist City efforts to restore federal funding for the City's Section 8 and CDBG programs and other housing-related issues.
2. Prepare a written report that sets forth, in reasonable detail, the comprehensive lobbying strategy necessary to achieve the funding goals set forth in Section 1 above. Such written report shall, among other provisions, identify any unique issues/attributes that relate to the City of Alameda that could affect the likelihood/success of achieving the funding goals set forth in Section 1 above. Such report shall be updated quarterly during the relationship.
3. Obtain information and data from the state and federal government on matters of interest to the City of Alameda that relate to the goals set forth in Section 1 above.
4. Advise the City of Alameda concerning any matters that may be of interest to the City of Alameda with respect to the goals set forth in Section 1 above.
5. Secure and furnish such detailed information as may be available that relates to the goals set forth in Section 1 above.
6. Assist and educate City of Alameda/ARRA's federal and state legislative delegation with respect to the goals set forth in Section 1 above.
7. Provide non-legal advice to the City of Alameda City Manager's Office regarding appearances by City of Alameda/ARRA officials and staff before federal and state agencies relating to the goals set forth in Section 1 above.
8. Arrange appointments as directed by the City Manager as necessary with state and federal legislative or administrative representatives and City of Alameda/ARRA representatives as requested relating to the goals set forth in Section 1 above.

## **EXHIBIT B**

### **COMPENSATION FOR SERVICES**

Consultant shall be compensated for the services performed as set forth in Exhibit A in an amount not to exceed \$144,000, paid in 12 equal monthly installments. Consultant shall submit monthly invoices not to exceed \$12,000 per month. Invoices to be provided to the City Manager's Office within 10 days of start of month for previous month's work.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID MB  
HOLLA-4

DATE (MM/DD/YYYY)

07/27/10

## PRODUCER

Brown & Brown of Florida, Inc.  
P. O. Box 15519  
Tampa FL 33684-5519  
Phone: 813-226-1300 Fax: 813-226-1313

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

Holland & Knight LLP  
Holland & Knight Charitable  
Foundation Inc.  
Attn: Melinda Holder  
100 North Tampa Street St 4100  
Tampa FL 33602

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A:	Federal Insurance Company	20281
INSURER B:	Sentry Insurance	24988
INSURER C:	Fed. Ins Co/Ohio Cas.	20281
INSURER D:	Great Northern Insurance	20303
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Insured Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	35798711	08/01/10	08/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> (Insured has no Owned Autos.)	09 74986035	08/01/10	08/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	79818355/ECO1153089575	08/01/10	08/01/11	EACH OCCURRENCE \$ 49,000,000 AGGREGATE \$ 49,000,000 \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	901492301/9014920302	08/01/10	08/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Personal Property	35798711	08/01/10	08/01/11	Spec. Form 126,099,000
D	Data Process. Equip	35798711	08/01/10	08/01/11	InclTheft Included

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

See "Certificate Attachment - Holland & Knight, LLP dated 8-1-10" attached.

\*except 10 days for non payment of premium

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF

City of Alameda  
Attn: Risk Manager  
Alameda City Hall Room 32  
2263 Santa Clara Avenue  
Alameda CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

*Mina Bush*

ACORD 25 (2009/01)

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CERTIFICATE ATTACHMENT - HOLLAND & KNIGHT, LLP

Additional Insured

Certificate Holder is a General Liability Additional Insured and Auto Liability (CA2048) Designated Insured, when required by written contract.

Primary / Non-Contributory Additional Insured

Primary and non-contributory General Liability, Auto Liability and Excess Liability Additional Insured provisions apply, when required by written contract.

Per Location and Per Project General Aggregate

General Liability Per Location and Per Project General Aggregate applies

Contractual Liability

General Liability and Auto Liability Insured Contract contractual liability provisions apply.

Separation of Insureds

General Liability and Auto Liability Separation of Insureds provisions apply.

Waiver of Subrogation

Waiver of Transfer Of Rights Of Recovery Against Others To Us provision as respects General Liability, Auto Liability, Excess Liability and Workers Compensation applies in favor of Certificate Holder, when required by written contract.

Excess Liability Underlying Insurance

Excess Liability schedule of underlying insurance includes General Liability, Auto Liability, and Workers Compensation Employers Liability.

8-1-10